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| <i>SERFF Tracking Number:</i> | <i>AMER-126255927</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Aviva Life and Annuity Company</i> | <i>State Tracking Number:</i> | <i>43132</i> |
| <i>Company Tracking Number:</i> | <i>TSA-END (REV. 07/09)</i> | | |
| <i>TOI:</i> | <i>A10 Annuities - Other</i> | <i>Sub-TOI:</i> | <i>A10.000 Annuities - Other</i> |
| <i>Product Name:</i> | <i>TSA-END (Rev. 07/09)</i> | | |
| <i>Project Name/Number:</i> | <i>TSA-END (Rev. 07/09)/TSA-END (Rev. 07/09)</i> | | |

Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: TSA-END (Rev. 07/09)

TOI: A10 Annuities - Other

Sub-TOI: A10.000 Annuities - Other

Filing Type: Form

SERFF Tr Num: AMER-126255927 State: Arkansas

SERFF Status: Closed-Approved-
Closed

Co Tr Num: TSA-END (REV. 07/09) State Status: Approved-Closed

Reviewer(s): Linda Bird

Author:

Disposition Date: 08/07/2009

Date Submitted: 08/05/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: TSA-END (Rev. 07/09)

Project Number: TSA-END (Rev. 07/09)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/07/2009

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 08/05/2009

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 08/07/2009

Created By: Tara Frahm

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Tara Frahm

Filing Description:

RE: Aviva Life and Annuity Company

Endorsement form: TSA-END (Rev. 07/09)

INFORMATIONAL FILING: REQUIRED IRS REGULATORY CHANGES REVISION

NAIC #61689

Enclosed is the above-referenced filing for the Department's review and approval. This endorsement is being filed to comply with the regulatory changes required by the IRS. This Informational Filing has been approved in our Domiciliary

SERFF Tracking Number: AMER-126255927 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 43132
Company Tracking Number: TSA-END (REV. 07/09)
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: TSA-END (Rev. 07/09)
Project Name/Number: TSA-END (Rev. 07/09)/TSA-END (Rev. 07/09)
State of Iowa on 08-05-2009.

Whenever one of our existing annuity contracts is sold as a Tax Sheltered Annuity, an appropriate TSA Endorsement must be attached to the contract to satisfy the requirements under Section 403(b) of the Internal Revenue Code of 1986 (IRC). Upon the Department's approval, endorsement TSA-END (Rev. 07/09) will replace all endorsements previously issued for this purpose. This endorsement will not be utilized with new contract issues.

To the best of my knowledge and belief, this filing complies with the rules and regulations of the State of Arkansas. I appreciate your review and subsequent approval. Please let me know if I may be of further assistance.

Company and Contact

Filing Contact Information

Tara Frahm, Product Compliance Specialists taraf@avivausa.com
555 South Kansas Avenue 800-255-2405 [Phone] 352 [Ext]
Topeka, KS 66603 785-295-4345 [FAX]

Filing Company Information

Aviva Life and Annuity Company CoCode: 61689 State of Domicile: Iowa
555 South Kansas Avenue Group Code: -99 Company Type: Insurance
Topeka, KS 66603 Group Name: State ID Number:
(785) 295-4352 ext. [Phone] FEIN Number: 42-0175020

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: 1 form @ \$50.00.
Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--------------------------------|---------|----------------|---------------|
| Aviva Life and Annuity Company | \$50.00 | 08/05/2009 | 29650951 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|-------------------|-------------------|-----------------------|
| Approved-Closed | Linda Bird | 08/07/2009 | 08/07/2009 |

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Disposition

Disposition Date: 08/07/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| Schedule | Schedule Item | Schedule Item Status | Public Access |
|----------------------------|--------------------------------|-----------------------------|----------------------|
| Supporting Document | Flesch Certification | | Yes |
| Supporting Document | Application | | No |
| Supporting Document | Life & Annuity - Acturial Memo | | No |
| Form | Tax Sheltered Annuity (TSA) | | Yes |
| | Endorsement | | |

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Form Schedule

Lead Form Number: TSA-END (Rev. 07/09)

| Schedule Item Status | Form Number | Form Type Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|----------------------|---|---------|----------------------|-------------|-------------------------|
| | TSA-END (Rev. 07/09) | Policy/Cont Tax Sheltered ract/Fratern Annuity (TSA) al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 0.000 | TSA_END_R ev0709.pdf |

Aviva Life and Annuity Company

TAX SHELTERED ANNUITY (TSA) ENDORSEMENT

ATTACHED TO AND MADE A PART OF THE CONTRACT

The annuity contract (the "Contract") to which this Endorsement is attached is amended as specified below to qualify as an annuity contract described in section 403(b) of the Internal Revenue Code of 1986, as amended ("IRC"), and the Income Tax Regulations thereunder. All of the provisions of the Contract and this Endorsement shall be interpreted in accordance with IRC section 403(b) and the Income Tax Regulations thereunder and, if applicable, the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

1. The Plan, Employer, and Employee

As used in this Endorsement, the term "Plan" refers to the plan under IRC section 403(b) that is maintained by the Employer and pursuant to which the Contract is issued or, if applicable, the agreement between the Employer and Aviva Life and Annuity Company (the "Company") to provide each other with information described in section 1.403(b)-10(b)(2)(C) of the Income Tax Regulations. The term "Employer" refers to the employer described in IRC section 403(b)(1)(A) and the Income Tax Regulations thereunder that maintains the Plan pursuant to which the Contract is issued. The term "Employee" refers to an employee or former employee of the Employer for whose benefit the Employer maintains the Plan and the Contract is issued under the Plan.

2. Owner and Annuitant

Except as otherwise provided under applicable federal tax law, (1) the Owner and the Annuitant must be the Employee, (2) the Owner and the Annuitant may not be changed, and (3) a joint Owner may not be named.

3. Limitation on Contributions

I. In General

Premiums shall not exceed the limits of IRC section 415. The Company will not accept any premiums in excess of this limit and does not intend to separately account for any such excess contributions or amounts attributable to any such excess contributions.

A premium may not include amounts attributable to designated Roth contributions under IRC section 402A, employer contributions or after-tax employee contributions.

II. Single Premium Contract

If only a single premium is permitted under the Contract, the single premium permitted may not include any amounts other than:

- (1) an exchange or plan-to-plan transfer described in section 6 of this Endorsement, or
- (2) a rollover permitted under IRC sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16).

III. Flexible Premium Contract

If flexible premiums are permitted under the Contract, a premium to the Contract must be made:

- (1) as a contribution by the Employer on behalf of the Employee,
- (2) as an exchange or plan-to-plan transfer described in section 6 of this Endorsement, or

- (3) as a rollover permitted under IRC sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16).

Except as otherwise permitted by IRC section 414(u), IRC section 414(v), or other provisions of the federal tax law, contributions made pursuant to a salary reduction agreement shall not exceed the limits set forth in IRC section 402(g). If contributions exceed this limit, the Company may distribute the amount of the excess, together with any income allocable thereto, to the Employee as permitted by applicable federal tax law.

IV. Minimum Premiums

If a minimum premium amount is required under the Contract, the Company will reduce this minimum premium amount if necessary to comply with IRC section 403(b)(12).

4. Nontransferable and Nonforfeitable

The Contract is established for the benefit of the Employee and his or her beneficiaries. The interest of the Employee in the Contract is non-transferable and, except as provided by applicable law, is non-forfeitable. In particular, except as otherwise provided under applicable law, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than the Company. Special rules may apply in the case of a transfer under the terms of a qualified domestic relations order, as defined in IRC section 414(p) (a "QDRO").

5. Distribution Restrictions

I. In General

Except as otherwise provided under federal tax law, a distribution from the Contract shall be made only in accordance with the requirements of IRC section 403(b), the Income Tax Regulations, the Plan, and, if applicable, section 205 of ERISA. Amounts may be distributed pursuant to a QDRO to the extent permitted by applicable federal tax law.

II. Elective Deferrals

As required by IRC section 403(b)(11) and IRC section 403(b)(7) and the applicable Income Tax Regulations thereunder, a distribution permitted under the Plan, if applicable, of Elective Deferrals may not be made from the Contract earlier than the earliest date on which the Employee (1) has a severance from employment, (2) dies, (3) has a hardship, (4) becomes disabled (within the meaning of IRC section 72(m)(7)), or (5) attains age 59½. A hardship distribution is limited to the aggregate dollar amount of the Employee's Elective Deferrals under the Contract (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the Employee from the Contract. As used in this Endorsement, the term "Elective Deferrals" means contributions to the Contract made after December 31, 1988, pursuant to a salary reduction agreement, earnings on such contributions, and earnings on any amounts held as of December 31, 1988. Elective Deferrals also include amounts attributable to contributions made to the Contract in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section 6 of this Endorsement, that are attributable to contributions made pursuant to a salary reduction agreement and are subject to the distribution restrictions under IRC section 403(b)(7) or IRC section 403(b)(11).

III. Employer Annuity Contributions

Employer Annuity Contributions are not permitted under your contract. As used in this Endorsement, the term "Employer Annuity Contributions" means amounts attributable to contributions made to an annuity contract under IRC section 403(b)(1) that are not made pursuant to a salary reduction agreement. Employer Annuity Contributions do not include after-tax employee contributions or earnings thereon. Employer Annuity Contributions include amounts attributable to contributions made to the Contract in an exchange or plan-to-plan transfer described in section 6 of this Endorsement that are subject to the distribution restrictions under section 1.403(b)-6(b) of the Income Tax Regulations.

IV. Employer Custodial Account Contributions

Employer Custodial Account Contributions are not permitted under your contract. As used in this Endorsement, the term "Employer Custodial Account Contributions" means amounts attributable to contributions made to the Contract in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section 6 of this Endorsement, that (1) are not made pursuant to a salary reduction agreement, (2) are not Employer Annuity Contributions, and (3) are subject to the distribution restrictions under IRC section 403(b)(7).

V. Separate Accounting

If this Contract includes both Elective Deferrals and other contributions and the amounts attributable to Elective Deferrals are not accounted for separately, then distributions may not be made before the latest of the date permitted under subsection II, III, or IV of this Section 5. Unless required under the Plan, the Company is not obligated to maintain a separate account for Elective Deferrals.

VI. Exchanges and Transfers

Amounts exchanged or transferred to the Contract pursuant to section 6 of this Endorsement, and income attributable to such amounts, are subject to distribution restrictions that are not less stringent than those imposed under the Contract being exchanged or under the transferor plan, whichever is applicable, in accordance with section 1.403(b)-10(b)(2) of the Income Tax Regulations.

VII. Exceptions

- (1) Notwithstanding any other provision in this section 5 of the Endorsement, distributions are permitted to be made from the Contract to the extent (a) described in sections 3 and 6 of this Endorsement, (b) required by a QDRO, (c) described in IRC section 72(t)(2)(G), (d) permitted by IRC section 414(w)(2), or (e) otherwise allowed by applicable federal tax law.
- (2) If the Employer informs the Company that the Plan has been terminated in accordance with section 1.403(b)-10(a) of the Income Tax Regulations, the Company shall follow the instructions of the Employer with regard to how the Contract or the accumulated benefits thereunder are to be distributed, provided that such instructions are in accordance with the requirements of IRC section 403(b) and the Income Tax Regulations.
- (3) To the extent that the Company separately accounts for contributions to the Contract that are eligible rollover distributions as described in sections 1.403(b)-6(i) and 1.403(b)-10(d) of the Income Tax Regulations, such contributions (and any earnings thereon) are not subject to the distribution restrictions described in this section 5 of the Endorsement. The Company is not obligated to separately account for any such amounts.

6. Exchanges and Plan-to-Plan Transfers

Subject to the terms of the Plan, if applicable, exchanges within the Plan and plan-to-plan transfers involving the Contract will be allowed to the extent permitted under federal tax law.

7. Loans and Hardship Distributions

Refer to your Contract and any endorsements and/or riders attached to the Contract to determine whether loans and/or hardship distributions are permitted. If neither loans nor hardship distributions are permitted by your Contract, this section of the Endorsement has no effect on your Contract.

Loans: If loans are permitted under your Contract, while the Contract is in force, the Owner may borrow from the Contract using the Contract as the sole security for the loan. A loan

under the Contract is subject to the requirements and limitations imposed by the Plan, IRC section 72(p), IRC section 403(b), the loan agreement, and the Company.

Hardship Distributions: If hardship distributions are permitted under your Contract, a distribution in the case of hardship that is permitted under section 5 of this Endorsement may be made under the Contract.

However, except as otherwise provided under section 1.403(b)-10(b)(2) of the Income Tax Regulations with respect to certain Contracts received in an exchange that occurred on or before September 24, 2007, and under section 8 of Revenue Procedure 2007-71 with respect to certain Contracts issued before January 1, 2009, a loan and/or a hardship distribution, whether contractually allowed or not, may only be made under the Contract if permitted under the Plan.

8. Required Minimum Distributions and Incidental Benefits

I. In General

Notwithstanding any provision in the Contract to the contrary, the distribution of the entire interest in the Contract shall be made in accordance with the requirements of IRC sections 403(b)(10) and 401(a)(9), the Income Tax Regulations thereunder, and, if applicable, section 205 of ERISA. Distributions from and benefits under the Contract also must satisfy the requirements relating to incidental benefits under section 1.401-1(b)(1)(ii) of the Income Tax Regulations. All such requirements are incorporated herein by reference. Prior to the date the Contract is annuitized, the entire interest of the Employee or beneficiary under the Contract is the dollar amount credited to the Employee or beneficiary under the Contract plus the actuarial present value of any additional benefit (such as survivor benefits in excess of the dollar amount credited to the Employee or beneficiary) that will be provided under the Contract, in accordance with Q&A-12 of section 1.401(a)(9)-6 of the Income Tax Regulations.

To the extent permitted under the Plan and the IRC, the minimum distribution required under IRC sections 403(b)(10) and 401(a)(9) with respect to the Contract may be taken from any one or more of the Employee's IRC section 403(b) contracts under the Plan.

To the extent provided in the Income Tax Regulations, a Contract that is part of a governmental plan (as defined in IRC section 414(d)) shall, for all years to which IRC section 401(a)(9) applies to the Contract, be treated as having complied with IRC section 401(a)(9) if the Contract complies with a reasonable good faith interpretation of IRC section 401(a)(9).

II. Required Beginning Date

The term "required beginning date" as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Employee attains age 70½, (2) the calendar year in which the Employee retires, or (3) such later date provided by law. However, unless the Employee's interest in the Contract is on account of the Employee's participation in a governmental plan (as defined in IRC section 414(d)) or church plan (as defined in IRC section 401(a)(9)(C)), if the Employee is a 5-percent owner (as defined in IRC section 416) of the Employer with respect to the Plan year ending in the calendar year in which the Employee attains age 70½, the required beginning date is April 1 of the calendar year following the calendar year in which the Employee attains age 70½. In addition, if distributions commence to the Employee on a date before the Employee's required beginning date over a period permitted under IRC section 401(a)(9)(A)(ii) and the distribution form is an annuity under which distributions are made in accordance with the provisions of Q&A-1 of 1.401(a)(9)-6 of the Income Tax Regulations, the annuity starting date will be treated as the required beginning date for purposes of applying the rules of sections 1.401(a)(9)-2 and 1.401(a)(9)-6 of the Income Tax Regulations.

III. Distributions During Employee's Life

Unless otherwise permitted under applicable federal tax law, the entire interest shall be distributed, or commence to be distributed, no later than the required beginning date over (a) the life of the Employee, or the lives of the Employee and his or her designated beneficiary (within the meaning of the IRC section 401(a)(9), or (b) a period not extending beyond the life expectancy of the Employee or the joint life and last survivor expectancy of the Employee and his or her designated beneficiary, as required by law. Payments must be made in periodic payments at intervals of no longer than one year and must be nonincreasing or they may increase only as provided in Q&As-1, -4, and -14 of section 1.401(a)(9)-6 of the Income Tax Regulations. Also, to the extent permitted under the Contract, payments may be changed in accordance with Q&A-13 of 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations.

The amount to be distributed on or before the required beginning date, and by December 31 of each year, will be made in accordance with the requirements of IRC section 401(a)(9) and the Income Tax Regulations thereunder.

IV. Distributions After Employee's Death

Unless otherwise permitted under applicable federal tax law, if the Employee dies on or after required distributions commence, the entire remaining interest, if any, will be distributed at least as rapidly as under the method of distribution being used as of the date of the Employee's death.

Unless otherwise permitted under applicable federal tax law, if the Employee dies before required distributions commence, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Employee's death, except that:

- (1) if the interest is payable to an individual who is the Employee's designated beneficiary, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Employee died; or
- (2) if the sole designated beneficiary is the Employee's surviving spouse, the surviving spouse may elect to receive the entire interest over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing on or before the later of:
 - (a) December 31 of the calendar year immediately following the calendar year in which the Employee died, and
 - (b) December 31 of the calendar year in which the Employee would have attained age 70½.

If the surviving spouse dies before distributions begin to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed by the end of the calendar year containing the fifth anniversary of the spouse's death.

For purposes of this section of the Endorsement regarding distributions after the Employee's death, required distributions are considered to commence on the Employee's required beginning date or, if applicable, on the date distributions are required to begin to the Employee's surviving spouse. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Unless otherwise provided by applicable federal tax law, life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to the Employee's surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year following the calendar year of the Employee's death (or in the case of a surviving spouse who is the Employee's sole designated beneficiary and who dies before required distribution commence to him or her, the number in the Single Life Table corresponding to the spouse's designated beneficiary's age in the year following the calendar year of the spouse's death) reduced by 1 for each subsequent year. If benefits under the Contract are payable in accordance with an annuity option provided under the Contract, life expectancy shall not be recalculated.

V. Annuity Options

All annuity payments under the Contract must meet the requirements of IRC section 403(b)(10), IRC section 401(a)(9), section 205 of ERISA, if applicable, and the applicable Income Tax Regulations. The provisions of this Endorsement reflecting these requirements override any annuity payment option inconsistent with such requirements. If guaranteed payments are to be made under the Contract, the period over which any guaranteed payments are to be made must not exceed the period permitted under section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise permitted by applicable federal tax law).

9. Direct Rollovers

Except as otherwise provided under applicable federal tax law, a distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under IRC sections 403(b)(10) and 401(a)(9); (iii) any hardship distribution; (iv) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (v) any other distribution(s) that is reasonably expected to total less than \$200 during a year; and (vi) any other amounts designated in published federal income tax guidance. For this purpose, any distribution from a designated Roth account within the meaning of IRC section 402A(b) is not taken into account in determining whether distributions from other accounts are reasonable expected to total less than \$200 during a year.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in IRC section 408(a) or (b), respectively, or to a qualified defined contribution plan described in IRC sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of the distribution which is not so includible.

An eligible retirement plan is an eligible plan under IRC section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Contract, an individual retirement account described in IRC section 408(a), an individual retirement annuity described in IRC section 408(b), an annuity plan described in IRC

section 403(a), an annuity contract described in IRC section 403(b), or a qualified plan described in IRC section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a QDRO.

A distributee includes the Employee. In addition, the Employee's surviving spouse and the Employee's spouse or former spouse who is the alternative payee under a QDRO, are distributees with regard to the interest of the spouse or former spouse.

A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

10. Coordination with the Plan

Except to the extent that the Contract is not subject to the written plan requirement under section 1.403(b)-3(b)(3) of the Income Tax Regulations, the Contract is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of the Contract and do not impose any responsibilities or duties on the Company greater than those set forth in the Contract. For example, terms of the Contract permitting loans and/or hardship distributions, if any, do not apply if the Plan does not permit such loans or hardship distributions. Contrarily, if the terms of the Contract do not permit loans and/or hardship distributions, the Contract will not be viewed as permitting such loans and/or hardship distributions even in situations where the Plan permits but does not require loans and/or hardship distributions.

Similarly, if the Plan provides for designated Roth contributions under IRC section 402A, such terms of the Plan do not apply with respect to this Contract. In the event of a conflict between the terms of the Contract and any other terms of the Plan, such other terms of the Plan shall govern if necessary to ensure compliance with IRC section 403(b).

Federal law may require the Employer to share information with the Company that is necessary for the Company to administer the Contract in accordance with the terms of the Plan and the IRC. In such case, the Company shall rely upon such information in administering the Contract in accordance with the terms of the Plan and the IRC. If the Company does not receive such information from the Employer in the form and manner the Company deems acceptable, the Company will administer the Contract in the manner it deems appropriate. In some cases, this could mean that the Company has no responsibility to make any distribution (including a loan) from the Contract before the Company receives the information it requires from the Employer.

Federal tax law also may require the Company to share information regarding the Contract with the Employer in order to ensure compliance with the terms of the Plan and the IRC. The Company will share such information as required by federal tax law and any agreement between the Company and the Employer.

The Employer may identify a delegate to provide or receive the information described in this section 10 of the Endorsement.

11. Effective Date

The effective date of this Endorsement is the effective date of the Contract. However, if the Contract was issued prior to January 1, 2009, and another endorsement or rider designed to modify the Contract to qualify as an annuity contract described in IRC section 403(b) is attached to the Contract, this Endorsement replaces that other endorsement or rider, effective January 1, 2009.

12. Unisex Rates

The method of calculating contributions and benefits under the Contract are to be based on unisex rates, and any references to sex or gender (with regard to rates and benefits) in the Contract are deleted.

13. Automatic Rollovers

If the Plan provides for a mandatory distribution described in IRC section 401(a)(31)(B)(ii), and such a mandatory distribution greater than \$1,000 is made on or after March 28, 2005, if the Employee does not properly elect to have such distribution paid directly to an eligible retirement plan specified by the Employee in a direct rollover or to receive the distribution directly, then the Plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. For purposes of determining whether a mandatory distribution is greater than \$1000, the portion of the participant's distribution attributable to any rollover contribution is included.

In addition, eligible rollover distributions from a designated Roth account are taken into account in determining whether the total amount of the account balances exceeds \$1,000 for purposes of the mandatory distributions from the Contract.

14. Treatment as an Annuity Contract under IRC Section 403(c)

If the Contract is not treated for federal tax purposes as an annuity contract under IRC section 403(b), the Contract will be treated as an annuity contract described in IRC section 403(c), the Contract and all endorsements and riders attached to the Contract will be interpreted in accordance with IRC section 403(c), the provisions of this Endorsement other than section 11 and this section 14 shall not apply, and the entire interest in the Contract will be distributed in accordance with the requirements of IRC section 72(s).

15. Death Benefits under Qualified Active Military Service

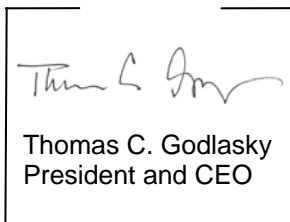
To the extent required under IRC sections 403(b)(14) and 401(a)(37), in the case of an Employee who dies while performing qualified military services (as defined in IRC section 414(u)), the survivors of the Employee are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the plan had the Employee resumed and then terminated employment on account of death.

16. ERISA

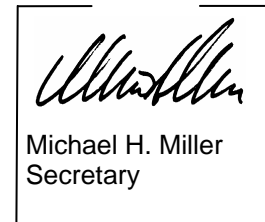
If this Contract is being maintained pursuant to a Plan that is subject to the requirements of Title I of ERISA, the Employer is solely responsible for assuring that the Plan complies at all times with such requirements, including assuring that all distributions, consents, and elections under the Contract, and all revocations of a consent or election, comply with the requirements of section 205 of ERISA. The Company shall be under no duty to determine whether a Plan constitutes an employee benefit plan that is subject to Title I of ERISA and shall be fully entitled to rely on the Employer's or Plan Administrator's representation of the Plan's ERISA status.

17. Amendments to the Contract

The Company may, in its sole discretion, amend the Contract and this Endorsement at any time in order to comply with any laws to which the Company may be subject (including, but not limited to the IRC).



Thomas C. Godlasky
President and CEO



Michael H. Miller
Secretary

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|---------------------------------|--|-------------------------------|----------------------------------|
| <i>SERFF Tracking Number:</i> | <i>AMER-126255927</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Aviva Life and Annuity Company</i> | <i>State Tracking Number:</i> | <i>43132</i> |
| <i>Company Tracking Number:</i> | <i>TSA-END (REV. 07/09)</i> | | |
| <i>TOI:</i> | <i>A10 Annuities - Other</i> | <i>Sub-TOI:</i> | <i>A10.000 Annuities - Other</i> |
| <i>Product Name:</i> | <i>TSA-END (Rev. 07/09)</i> | | |
| <i>Project Name/Number:</i> | <i>TSA-END (Rev. 07/09)/TSA-END (Rev. 07/09)</i> | | |

Supporting Document Schedules

| | | Item Status: | Status Date: |
|-------------------------|--------------------------------|--------------|-----------------|
| Bypassed - Item: | Flesch Certification | | |
| Bypass Reason: | N/A | | |
| Comments: | | | |
| | | Item Status: | Status Date: |
| Bypassed - Item: | Application | | |
| Bypass Reason: | N/A | | |
| Comments: | | | |
| | | Item Status: | Status Date: |
| Bypassed - Item: | Life & Annuity - Acturial Memo | | |
| Bypass Reason: | N/A | | |
| Comments: | | | |